

EXHIBIT 9

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11
12 UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 IMPLICIT NETWORKS, INC.,

16 Plaintiff,

17 v.

18 JUNIPER NETWORKS, INC.,

19 Defendant.
20

Case No. C 10-4234 SI

**PLAINTIFF'S DISCLOSURE OF
ASSERTED CLAIMS AND
INFRINGEMENT CONTENTIONS**

In accordance with Rule 3-1 and Rule 3-2 of the Patent Local Rules of the United States District Court for the Northern District of California, Plaintiff IMPLICIT NETWORKS, INC. (“Plaintiff” or “Implicit”) hereby provides its “Disclosure of Asserted Claims and Infringement Contentions” and “Document Production Accompanying Disclosure,” as follows:

Disclosure Under Patent Local Rule 3-1(a)

Claims 1, 15, 26, 35, and 45 of U.S. Patent No. U.S. 6,629,163 C1 (the “163 C1 Patent”) and Claims 1, 4, and 10 of U.S. Patent No. U.S. 7,711,857 (the “857 Patent”) are infringed by Defendant JUNIPER NETWORKS, INC. (“Defendant” or “Juniper”) pursuant to 35 U.S.C. § 271 (a-c, f-g).

Disclosure Under Patent Local Rule 3-1(b)

Each accused apparatus, product, device, process, method, act, or other instrumentality (“Accused Instrumentality”) of Juniper – of which Plaintiff is currently aware – is identified, in Appendix A and incorporated by reference.

This disclosure is based on the present state of the Plaintiff’s knowledge, without the benefit of any discovery from the Defendant or any other parties. The Plaintiff accordingly reserves the right to support its infringement action with additional allegations of infringement of other instrumentalities and of other claims, and with additional facts. The Plaintiff also reserves the right to modify the positions taken in these initial disclosures, based on later obtained materials, and/or based on information currently available, which the Plaintiff has not yet identified as significant.

Disclosure Under Patent Local Rule 3-1(c) (charts added as exhibits)

Exhibits A-B (Quality of Service functionality), C-D (Security functionality), E-F (Application Acceleration) identify specifically where each element of each asserted claim is found within each Accused Instrumentality.

This disclosure is based on the present state of the Plaintiff’s knowledge, without the benefit of any discovery from the Defendant or any other parties. The Plaintiff

1 accordingly reserves the right to support its infringement action with additional
2 allegations of infringement of other instrumentalities and of other claims, and with
3 additional facts. The Plaintiff also reserves the right to modify the positions taken in
4 these initial disclosures, based on later obtained materials, and/or based on information
5 currently available which the Plaintiff has not yet identified as significant.

6 **Disclosure Under Patent Local Rule 3-1(d)**

7 Juniper has directly infringed each claim for which infringement is alleged
8 herein. *See* Exhibits A-F hereto. Juniper directly infringes with respect to the products
9 listed in Appendix A when it practices the infringing methods as described in Exhibits
10 A-F, and when it makes, uses or sells a computer readable storage medium comprising
11 the listed products with code for performing the infringing methods as described in
12 Exhibits A-F.

13 Juniper's customers directly infringe when they use the products sold by Juniper
14 that necessarily practice the patented method in its ordinary use as set forth in Exhibits
15 A-F, or when they create a computer readable medium containing code for performing
16 the patented methods by installing and configuring the products.

17 Juniper's acts of indirect infringement include actively inducing infringement,
18 and selling the products listed above knowing that they are especially made for use in an
19 infringement, and not a staple article or commodity of commerce suitable for substantial
20 non-infringing use. Juniper knowingly and actively induces, aids, and abets its
21 customer's infringement. The acts of Juniper inducing or contributing to direct
22 infringement by others include the following:

23 Juniper sells, markets and advertises its products listed in Appendix A, knowing
24 that customers will use them to practice the patented methods, *e.g.*, performing packet
25 inspection on the first packets of a message to dynamically invoke a sequence of
26 components to process the message, and storing state information so that subsequent
27 packets of the message are processed accordingly, and knowing that customers will

1 install and configure the software and hardware, thereby creating a computer-readable
2 medium containing instructions for performing those methods. In addition, Juniper
3 provides inducing services that include design, development, training and support, that
4 solicit, instruct, train and support its customers to practice the patented methods and to
5 create a computer readable medium for practicing the patented methods by installing and
6 configuring the software and hardware. Thus, for example, when Juniper sells its
7 routers, switches and gateway products, it will market and advertise them, and after the
8 sale, provide the customer with extensive support, providing knowledge, tools, libraries
9 and sample code to its program developers in order to build, deploy and maintain
10 network architectures that practice the patented methods of the '163 and '857 patents,
11 and to create the computer readable medium of the claims by installing and configuring
12 the accused products.

13 Defendant Juniper's distribution or sale of its products identified in Appendix A
14 induce its customers and contributes to their infringement.

15 Juniper's acts of direct infringement, and its customers' direct infringement,
16 occur in industries and with customers including those set forth on Juniper's website,
17 which are known to Juniper.

18 **Disclosure Under Patent Local Rule 3-1(e)**

19 Each element of each claim as set forth in Exhibits A-F is literally present or, in the
20 alternative, is present under the doctrine of equivalents in the Accused Instrumentalities.

21 **Disclosure Under Patent Local Rule 3-1(f)**

22 The '163 C1 Patent is based on Application No. 09/474,664 (filed December 29,
23 1999), and as a result, the asserted claims of the '163 C1 Patent claim December 29,
24 1999, as their priority date.

25 The '857 Patent is based on Application No. 11/933,022 (filed October 31,
26 2007), which is a continuation of Application No. 10/636,314 (filed August 26, 2003),
27 which is a continuation of Application No. 09/474,664, filed on December 29, 1999,

now Patent No. 6,629,163 C1, and as a result, the asserted claims of the '857 Patent claim December 29, 1999, as their priority date.

Disclosure Under Patent Local Rule 3-1(g)

For the purpose of preserving the right to rely, for any purpose, on the assertion that its own apparatus, product, device, process, method, act, or other instrumentality practices the claimed invention, the Plaintiff identifies the following product(s):

Portal
Strings
The following Strings packages:
Strings Core
Namespace
Package Manager
Network Support
HTTP
Strings Discovery
RADkit Support
Strings Network
Host Network
Synchronization
System Status
NAT
Media Routing
Bridge
IP Route
HTTP Director
Open GL
POP3 Client
SMTP Client
Mini Browser
VoIP
PBX Gateway
Streaming Media Storage
TV Tuner
Audio Pack
Video Pack
Time Shift
Text to Speech
Direct Show Gateway
Real Audio Gateway
Windows Media Gateway
Fax

UPnP
IPv6
Mozilla
EPG
Web Services
Encryption
Authentication
DRM
Remote Win32 Client
Remote Win32 Server
Speech To Text

Disclosure Under Patent Local Rule 3-1(h)

The Plaintiff claims willful infringement on the part of the Defendant at this time, as Juniper is continuing to use, sell and import the accused product line despite the filing of this action. The Plaintiff reserves the right to modify the positions taken in these Initial Disclosures, based on later obtained materials and/or based on information currently available that the Plaintiff has not yet identified as significant.

Document Production Under Patent Local Rule 3-2

The Plaintiff objects to the requirements of this production to the extent that it calls for documents protected by the attorney-client privilege. Further, in producing these documents, the Plaintiff does not admit or concede the relevancy, materiality, authenticity, or admissibility as evidence of any of these documents. All objections to the use, at trial or otherwise, of any document produced are hereby expressly reserved. The Plaintiff's discovery and investigation in connection with this lawsuit is commencing and will continue throughout. As a result, the Plaintiff produces these documents without prejudice as to the right to produce additional documents after considering documents obtained or reviewed through further discovery or investigation. Subject to and without waiving its objections, the Plaintiff produces responsive documents as follows:

Patent L.R. 3-2(a): None to produce;

Patent L.R. 3-2(b): The inventor's notebook is being produced subject to the

1 protective order at IMP00001 - 00250;

2 Patent L.R. 3-2(c): Plaintiff has produced the file histories of the '163 C1 and
3 '857 Patents at IMP089974 - 090288 and IMP089788 - 089973, respectively;

4 Patent L.R. 3-2(d): Plaintiff has produced assignment documents associated with
5 the '163 and '857 Patents at IMP089586 and IMP089883, respectively; and

6 Patent L.R. 3-2(e): None to produce.

7 Undersigned counsel hereby certifies that to the best of his knowledge,
8 information, and belief, formed after an inquiry that is reasonable under the
9 circumstances, the information contained in this Disclosure and the attached Exhibits
10 and the production of documents pursuant to Patent L.R. 3-2 is complete and correct at
11 the time of certification.

12 Dated: May 23, 2011

Respectfully submitted,

13
14
15 /s/ Spencer Hosie

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24 *Attorneys for Plaintiff*

IMPLICIT NETWORKS, INC.

APPENDIX A

(Juniper Products Containing Infringing Technologies)

Application Acceleration Category

1. DX3200 Series Application Acceleration Platform (deprecated)
2. DX3250 Series Application Acceleration Platform (deprecated)
3. DX3280 Series Application Acceleration Platform (deprecated)
4. DX3600 Series Application Acceleration Platform (deprecated)
5. DX3650 / DX3650 FIPS Application Acceleration Platform (deprecated)
6. DX3670 Application Acceleration Platform (deprecated)
7. DX3680 Application Acceleration Platform (deprecated)
8. WX Stack Series Data Center Acceleration (deprecated)
9. WX 15 Series Application Acceleration Platform (deprecated)
10. WX 20 Series Application Acceleration Platform (deprecated)
11. WX 50 Series Application Acceleration Platform
12. WX 60 Series Application Acceleration Platform (deprecated)
13. WX 80 Series Application Acceleration Platform
14. WX 100 Series Application Acceleration Platform (deprecated)
15. WXC 250 Series Application Acceleration Platform (deprecated)
16. WXC 500 Series Application Acceleration Platform (deprecated)
17. WXC 590 Series Application Acceleration Platform
18. WXC 1800 Series Application Acceleration Platform
19. WXC 2600 Series Application Acceleration Platform
20. WXC 3400 Series Application Acceleration Platform
21. J2320 Series Router with ISM WXC 200 installed
22. J2350 Series Router with ISM WXC 200 installed
23. J4350 Series Router with ISM WXC 200 installed
24. J6350 Series Router with ISM WXC 200 installed
25. Junos Pulse

QOS Category

1. EX2200 Series Switches
2. EX2500 Series Switches
3. EX3200 Series Switches
4. EX4200 Series Switches
5. EX4500 Series Switches
6. EX8208 Series Switches
7. EX8216 Series Switches
8. QFX3500 Series Switches
9. CTP150 Series Circuit to Packet Platform
10. CTP1002 Series Circuit to Packet Platform
11. CTP1004 Series Circuit to Packet Platform
12. CTP1012 Series Circuit to Packet Platform
13. CTP2008 Series Circuit to Packet Platform
14. CTP2024 Series Circuit to Packet Platform

15. CTP2056 Series Circuit to Packet Platform
16. E120 Series Broadband Services Router
17. E320 Series Broadband Services Router
18. ERX310 Series Broadband Services Router
19. ERX705 Series Broadband Services Router
20. ERX710 Series Broadband Services Router
21. ERX1410 Series Broadband Services Router
22. ERX1440 Series Broadband Services Router
23. J2300 Series Router (deprecated)
24. J2320 Series Router
25. J2350 Series Router
26. J4300 Series Router (deprecated)
27. J4350 Series Router
28. J6300 Series Router (deprecated)
29. J6350 Series Router
30. LN1000 Series Mobile Secure Router
31. M5 Series Router (deprecated)
32. M7i Series Router
33. M10 Series Router (deprecated)
34. M10i
35. M20 Series Router (deprecated)
36. M40 Series Router (deprecated)
37. M40e Series Router
38. M120 Series Router
39. M160 Series Router (deprecated)
40. M320 Series Router
41. MX5 Series Router
42. MX10 Series Router
43. MX40 Series Router
44. MX80 Series Router
45. MX240 Series Router
46. MX480 Series Router
47. MX960 Series Router
48. T320 Series Router
49. T640 Series Router
50. T1600 Series Router
51. T4000 Series Router
52. TX Matrix Series Router
53. TX Matrix Plus Series Router

Security Category

1. J2320 Series Router
2. J2350 Series Router
3. J4350 Series Router
4. J6350 Series Router
5. LN1000 Series Mobile Secure Router

6. NetScreen-5200 Series
7. NetScreen-5400 Series
8. MX240 Series Router with Multiservices DPC installed
9. MX480 Series Router with Multiservices DPC installed
10. MX960 Series Router with Multiservices DPC installed
11. M7i Series Router with Multiservices PIC installed
12. M10i Series Router with Multiservices PIC installed
13. M40e Series Router with Multiservices PIC installed
14. M120 Series Router with Multiservices PIC installed
15. M320 Series Router with Multiservices PIC installed
16. T320 Series Router with Multiservices PIC installed
17. T640 Series Router with Multiservices PIC installed
18. T1600 Series Router with Multiservices PIC installed
19. TX Matrix Series Router with Multiservices PIC installed
20. IDP 10 Series Intrusion Detection and Prevention Appliance (deprecated)
21. IDP 50 Series Intrusion Detection and Prevention Appliance (deprecated)
22. IDP 75 Series Intrusion Detection and Prevention Appliance
23. IDP 100 Series Intrusion Detection and Prevention Appliance (deprecated)
24. IDP 200 Series Intrusion Detection and Prevention Appliance (deprecated)
25. IDP 250 Series Intrusion Detection and Prevention Appliance
26. IDP 500 Series Intrusion Detection and Prevention Appliance (deprecated)
27. IDP 600 C/600 F Series Intrusion Detection and Prevention Appliance (deprecated)
28. IDP 800 Series Intrusion Detection and Prevention Appliance
29. IDP 1000 Series Intrusion Detection and Prevention Appliance (deprecated)
30. IDP 1100C 1100F Series Intrusion Detection and Prevention Appliance (deprecated)
31. IDP 4500 Series Intrusion Detection and Prevention Appliance (deprecated)
32. IDP 6500 Series Intrusion Detection and Prevention Appliance (deprecated)
33. IDP 8200 Series Intrusion Detection and Prevention Appliance
34. ISG1000 Series Integrated Security Gateway with Optional IPS
35. ISG2000 Series Integrated Security Gateway with Optional IPS
36. SRX100 Series Services Gateway
37. SRX210 Series Services Gateway
38. SRX220 Series Services Gateway
39. SRX240 Series Services Gateway
40. SRX650 Series Services Gateway
41. SRX1400 Series Services Gateway
42. SRX3400 Series Services Gateway
43. SRX3600 Series Services Gateway
44. SRX5600 Series Services Gateway
45. SRX5800 Series Services Gateway

CERTIFICATE OF SERVICE

I, Jerry Shaw, am a citizen of the United States and am employed in the County of San Francisco, State of California. I am over the age of 18 years and am not a party to the within action. My business address is Hosie Rice LLP, Transamerica Pyramid, 34th Floor, 600 Montgomery Street, San Francisco, California, 94111.

On May 23, 2011, I served the following attached

PLAINTIFF'S DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS

via Federal Express at San Francisco, California, addressed to the following parties:

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I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: May 23, 2011

/s/ Jerry Shaw
Jerry Shaw